

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS

United States Courts  
Southern District of Texas  
FILED

DEC 30 2003

Michael N. Milby, Clerk

JENNY'S MEMORIAL BUSINESS  
ENTERPRISES, CHAMPIONS  
ENTERTAINMENT & AHAOMA B. OHIA  
PLAINTIFFS

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**H-03 - 5873**

Vs.

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CAUSE # \_\_\_\_\_

PEACOCK FILMS/1<sup>ST</sup> MIRACLE  
PICTURES (PFMP) & MOSHE BIBIYAN  
DEFENDANTS

**PLAINTIFFS' ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

**NOW COME,** JMBE Champions Entertainment and Bon A. Ohia hereinafter called Plaintiffs, complaining of and about Peacock Films/1<sup>st</sup> Miracle Pictures (PFMP), and Moshe Bibiyan hereinafter called Defendants; and for cause of action would show unto the Court the following:

**JURISDICTION AND VENUE**

This court has diversity jurisdiction over this action under 28 U.S.C section 1332(a) (1) because plaintiffs and Defendants are citizens of different states and the amount of controversy exceeds \$75,000 (seventy five thousand dollars).

Venue is proper in U.S. District Court Southern

District of Texas, Harris County because the contract giving rise to this suit was entered into in Harris County and the motion picture which is the subject of this suit was written, produced, directed and edited in Harris County, Texas.

**CONDITION PRECEDENT**

All conditions precedent have been performed or have occurred as required by paragraph 31, (captioned "Default and Cure") of the Distribution Contract date December 21, 1994. Said contract is hereby incorporated by reference and hereby attached as "Exhibit A".

**PARTIES AND SERVICE**

Plaintiffs, JMBE, Champions Entertainment and Bon A. Ohia bring this action of Breach of Contract, Conversation, Copyright Infringement, Unfair Trade Practices fraud.

Plaintiff JMBE (Jenny's Memorial Business Enterprises) is a film producing company and has its principal place of business in Texas. JMBE & Uche Nwakanma are the copyrighted owners of the subject motion pictures "Altered Love".

Plaintiff, Champions Entertainment is a motion picture production Company with its' principal place of business in Houston, Texas. Champion Entertainment is owned by Bob and Beverly Willems. Bob Willems produced, directed and edited

the subject motion picture.

Plaintiff Ahaoma B. Ohia is an individual investor who procured the initial production capital which was used to produce the subject motion picture "Altered Love".

Defendants Peacock Films/1<sup>st</sup> Miracle Pictures and Moshe Bibiyan are a film production and worldwide film distributing company which is located at 3439 West Cahuenga Blvd. Hollywood California 90068 and the President of PFMP, respectively. PFPM is a business or corporation authorized to do business in the State of California and may be served with citation at its principal place of business at the above address. Defendants may be served with process through its President, Moshe Bibiyan.

#### **FACTS**

On or about 1994, plaintiffs wrote, financed, produced and completed a wholly new, feature length motion picture captioned "Altered Love". This motion picture which starred the late Hollywood notable actor, Claude Akins was shot in color on 16 mm color stock, with original production musical sound recorded therewith. The picture was about 90 minutes in length. On or around December 1994, the Producer and the copyright owners assigned to Peacock Films and Peacock Films accepted the exclusive right, grant and assignment under the copyright, in and into the picture, to exploit, advertise,

publicize, promote and to market the picture, prints and trailers thereof and to distribute said picture worldwide. The picture was delivered to Peacock Films on or before December 10, 1994 and the parties entered into a distribution contract on or around December 21, 1994. A copy of this contract is marked as exhibit "A" and incorporated by reference to this suit. Pursuant to this distribution contract, Peacock Films is entitled to retain only thirty-five percent (35%) of the Gross Receipts from the distribution of the motion picture and the remaining Sixty-five percent (65%) was agreed to be paid to the Producer and the copyright owners with sales and distributing reports (AKA "Producers Reports") twice per year for the first two years and thereafter, once per year. Such reports was agreed to indicate Gross Receipts, Distribution Fees and Expenses, Post-production and Delivery Expenses, and Net receipts. Additionally, the contract required that sums due the producer and copyrighted owners will accompany such producer's reports. On or around February 2000, plaintiffs discovered that "Altered Love" has been generating a lot of income and that Defendants has failed to provide the required accounting nor remit the portion of the money due plaintiffs to them. However, since the execution of the distribution contract in 1994, Peacock Films who has been successful in distributing "Altered Love" worldwide has only

sent producer's reports to the film owners once in 1995 with ABSOLUTELY NO MONEY remitted to the producer and the copyrighted owners. "Altered Love" has been aired in several TV Stations in U.S.A, and in some other countries. "Altered Love" has been released in DVD England and in some other countries. "Altered Love" has been released in videos in some countries. Peacock Films and its sub distributors are currently making money, profiting from the exploitation of the acquired rights (distribution of Altered Love) yet, the copyright owners, the producer, the investors have neither seen a complete and accurate report of the sales reports nor received any monies whatsoever. Champions Entertainment through its owner, JMBE, through its owner and Ahaoma B. Ohia have consistently written letters, correspondences and memos as well as placing phone calls to Peacock Films demanding and requesting Producer's Reports and monies due them but Peacock Films bluntly ignored and refused to respond to these numerous demands and requests. Copies of this Letters and memos are marked as exhibits "B" and herein incorporated by reference to this suit.

**CAUSES OF ACTION  
BREACH OF CONTRACT & SUIT FOR ACCOUNTING**

Plaintiffs and defendants entered into a valid and enforceable contract with the defendants when the parties executed the 1994 motion picture Distribution contract.

151

Plaintiffs tendered performance and complied with all the terms of the said contract while the defendant breached said contract to wit, by refusing to account for the film and to remit amounts, sums and monies due the producer and the copyrighted owners. The defendants' breach of this contract cause plaintiffs lots of injuries as stated below. Plaintiffs also seek accounting of all revenues that Defendants have made through "Altered Love".

### **COPYRIGHT INFRINGEMENT & VIOLATION**

#### **II.**

Plaintiffs created an original screenplay and motion picture entitled "Altered Love". Plaintiffs complied in all respects with the Copyright Act, 17 U.S.C. section 101 and with all other laws governing copyrights. Plaintiffs received from the Register of copyrights a certificate of registration, dated 5-20-1991 and 9-6-1994 respectfully and identified as "Theatrical Motion Picture". Since date of copyright, plaintiffs has been the sole proprietor of all rights, title, and interest in and to the copyright. After the dates of copyright, defendants infringed plaintiffs' copyright by placing on the market a complete motion picture. The plaintiffs allege that defendants have infringed and violated their exclusive rights as copyright owners under the copyright laws of the United States by

51

continuing the distribution of their copyrighted materials while defendants have violated the terms of the distribution contract and without further consent by the copyright owners. This infringement has caused severe damage to the exclusive rights of the copyright owners and has distorted the plaintiffs' ability to further exploit said movie for their economic advantage.

### **CONVERSION III**

Plaintiff allege that defendants have converted their personal property to wit, the Picture "Altered Love". Plaintiffs assert that they owned, possessed, or had the right of immediate possession of the Picture which was delivered to Peacock Films on or before December 10, 1994. The said Picture was plaintiffs' personal property and defendants wrongfully exercised dominion or control over this picture when they breached the distribution contract and has failed to return said picture to the rightful owners. Plaintiffs have suffered lots of injuries and damages as stated below.

### **FRAUD IV**

Plaintiffs allege that defendants' action were fraudulent. Defendants represented to plaintiffs when the 1994 Distribution contract was executed that they will furnish plaintiffs with "Producer's report" (accounting)

VII

twice per year for the first two years and once per year thereafter and also to only retain 35% (thirty five percent) of the gross receipts from the exploitation of the acquired rights in the Territory. The representation was material because plaintiffs relied on it and executed said contract. However, the representation was false because defendants knew when the representation was made that they would not comply with the terms of the contract. Defendants made the representation with the intent to induce reliance on the plaintiffs to grant and assign to defendants the exclusive right to distribute, market and sell the aforementioned motion picture and as a result of plaintiffs' reliance on defendants' representation, plaintiffs suffered injuries and damages as stated below.

#### **DAMAGES FOR PLAINTIFFS**

As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, JMBE was caused to suffer business failure and because of its inability to return borrowed monies used in the production of "Altered Love", JMBE was unable to maintain its' credit worthiness and could not produce additional movies and as a result, went out of business. The copyrighted owners lost value of their creative work and talents and suffered severe mental and emotional distress, mental anguish, humiliation, lost of

V III



business reputation and severe emotional distress by virtue of Peacock Films' actions.

As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff, Champions Entertainment lost business reputation as it was unable to pay its workers and employees. The owner, Bob Willems lost the value of his creative work and talents and was caused to suffer severe emotional distress, mental anguish, anger, grief, upset, sleeplessness by virtues of Peacock Films' deliberate mischievous acts and embezzlement.

As a direct and proximate results of the occurrence made the basis of this lawsuit, Plaintiff, Ahaoma B. Ohia has lost business reputation and integrity as he was unable to pay back the sum of \$ 40, 000.00 (forty thousand dollars) which he borrowed to invest in the production of "Altered Love". Plaintiff Ahaoma B. Ohia was caused to suffer severe mental anguish, loss of personal reputation, sleeplessness, anger, frustration, and loss of credit worthiness by virtue of Peacock Films' deliberate and malicious act of breach of the terms of distribution contract which the parties entered in 1994.

#### **GROSS NEGLIGENCE**

As a result of the above-described conduct, Defendant Peacock Films was grossly negligent as the actions of

Defendant was more than momentary thoughtlessness, inadvertence, or error of judgment. The actions and conduct of Defendant involved such an entire want of care as to establish that the act or omission was the result of actual conscious indifference to the rights, respect, integrity, and business reputation of the plaintiffs. Therefore, for such willful and wanton conduct on behalf of Defendant, Plaintiff sue for \$ 30,000.000.00 (thirty million dollars) for exemplary damages or in the amount to be determined by the court during trial.

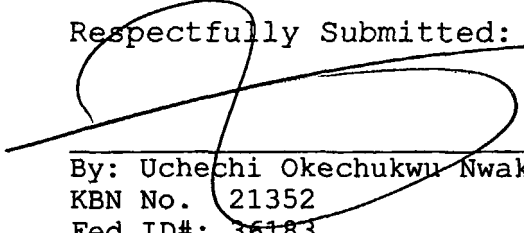
**MALICE**

Defendants specific intent to cause substantial injury to the Plaintiffs' business reputation, integrity and respect; or acts or omission, which when viewed objectively from the standpoint of the Defendants at the time of occurrence, involved an extreme degree of recklessness to the rights of the potential harm to plaintiffs and others; and of which the Defendants had actual or subjective awareness of the extreme degree of recklessness and risk involved, but nevertheless proceeded with conscious indifference to the rights, respect or reputation of Plaintiffs.

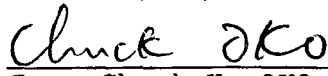
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**WHEREFORE, PREMISES CONSIDERED,** Plaintiffs, JMBE, Champions Entertainment and Ahaoma B. Ohia respectfully pray that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiffs against Defendants jointly and severally, for actual damages in an amount within the jurisdictional limit of the court and exemplary damages of \$ 30,000.000.00 (thirty million dollars) or an amount within the jurisdictional limits of the Court and as allowed by law together with pre-judgment interest at the legal rate, costs of the court; and such other and further relief to which the Plaintiffs may be entitled at law or in equity. Plaintiffs request a jury Trial.

Respectfully Submitted:



By: Uchechi Okechukwu Nwakanma  
KBN No. 21352  
Fed.ID#: 36183  
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LAW OFFICES OF NWAKANMA & OKO.  
8300 Bissonnet Ste 330  
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PHONE: (713) 271-0711  
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By: Chuck U. OKO  
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EXHIBIT "A"  
DISTRIBUTION CONTRACT  
FOR "ALTERED LOVE"

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TO

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3439 W. Cahuenga Blvd. • Hollywood, Ca. 90068  
Phone (213) 874-6000 • Fax (213) 874-4252

### DISTRIBUTION AGREEMENT

THIS AGREEMENT ("Agreement") is made as of December 1, 1994 by and between **JMBE Inc.** located at 300889, Houston, TX 77230-0889 and **Champion Entertainment Inc.** located 3611 Meadow Springs Drive, Sugar Land, Texas 77479 (hereinafter collectively referred to as "Producer") and **Peacock Films**, located at 3439 Cahuenga Boulevard Hollywood, CA. 90068, (hereinafter referred to as "Peacock") in connection with that certain original feature length motion picture (the "Film") presently entitled **"ALTERED LOVE"** and as more particularly described hereinafter, which has been produced by Producer through the completion of principal photography and distributed by Peacock in accordance herewith.

In consideration of the respective covenants, conditions, warranties, and representations hereinafter contained, and for other good and valuable consideration, which is hereby acknowledged, the parties agree as follows:

#### **Distribution**

1. **Picture:** The Picture is a wholly new, feature length motion picture Produced and directed by Bob Willems, written by Uche & Bekee Nwakanma, shot in color on 16 mm color stock, with original production sound recorded contemporaneously therewith.
  - A. The Picture shall be no less than 90 nor more than 104 minutes in length inclusive of front and end titles in its final cut, was produced originally in an English language shot on 16mm, version in color and with synchronized dialogue, music, and sound.
  - B. Producer warrants and represents that the Materials of the Film will conform to first class industry technical specifications and be of a first class technical quality with a first class picture negative and soundtrack from which first class positive release prints and first class broadcast quality video copies can be made which will be acceptable to licensees of the Picture for commercial exhibition throughout the Territory.
2. **Exclusive Grant of Rights:** Producer hereby grants and assigns to Peacock and Peacock hereby accepts the exclusive right, grant and assignment, under copyright and otherwise, in and to the Picture, including but not limited to, the right to exhibit,

distribute, lease, rent, sub-distribute, sell, reissue, release, transmit, broadcast, project, exploit, advertise, publicize, promote and market the Picture, prints and trailers thereof, excerpts, clips or portions therefrom, the sound and music synchronized therewith, the title or titles thereof (including the right to change the English Language title and to authorize foreign language titles), and any by-products thereof, throughout the Territory (as defined below) and all incidental rights pertaining thereto necessary to allow Peacock the full exercise of the rights granted herein, as a single showing or episodically by any and all media, means, methods, systems, and processes, whether now known or hereafter devised, recognized, or contemplated (including without limitation interactive, CD-ROM and other evolving technological adaptations or derivations of the Picture or any element thereof), and in any and all language versions (including but not limited to, dubbed, subtitled and narrated), in all sizes and gauges of film tape and other material now know or hereafter devised, and to print, reprint, publish, copy, and vend the Picture in any and all languages, in any form or Media and in any style or manner Peacock may desire; and to license others to exercise any or all of the rights, powers, and privileges of Peacock under this Agreement. (Said rights shall hereinafter collectively be defined as the "Acquired Rights"). The Acquired Rights include all rights of any nature whether now known or hereafter conceived and the licenses or privileges, under copyright or otherwise to: (1) Use the Picture in any and all media, whether now known or hereafter devised, including, but not limited to, theatrical, non-theatrical, video, television including pay-per-view, pay cable, basic cable, free television and satellite television, (2) use of all music and lyrics synchronized with or written for or in connection with the Picture; (3) all novelization and other ancillary rights; (4) the right to assign, license, sub-license or otherwise delegate any or all of the aforesaid; and (5) the right, but not the obligation, to maintain, protect and defend copyright of the Picture and/or any other similar protection which may be available in the Territory. Further, Peacock shall have the right to register the entire copyright in Picture or any elements thereof (including musical works and sound recordings) in Peacock and Producer's joint names as herein above provided in any jurisdiction in the Territory which permits or requires registration of copyrights as a condition to obtain any remedies for copyright infringement, to give constructive notice of copyright ownership, or for other purposes; (6) Providing Producer supplies Peacock with evidence herewith, Peacock acknowledges that JMBE, Inc. is the copyright holder in the Picture in accordance with Producer's warranties hereinbelow.

3. **Delivery of the Picture:** Timely delivery of the Picture to Peacock ("Delivery") at Producer's sole expense on or before December 10, 1994 is the essence of this Agreement. Delivery shall be in accordance with Exhibit "A", attached hereto and made a part hereof by this reference. Delivery shall be deemed the later of the dates set forth in Exhibit "A" or the date that Peacock acknowledges complete delivery. Peacock reserves the right to check the quality of all materials Delivered hereunder at a laboratory of its choice. Upon notice by Peacock of rejection of any Delivery Materials, Producer shall, at its expense, provide new substitute materials to Peacock. All materials must pass laboratory inspection and must be satisfactory for the manufacture of first class quality release copies of the Picture. Should Producer not complete Delivery, any costs that Peacock may incur in doing so may be deducted from payments otherwise due to Producer hereunder, or, at its



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together with other pictures or separately, as they shall deem desirable; and Peacock or such sub-distributors may refrain from commencing distribution or may discontinue distribution in any country or place at any time, as Peacock, in its discretion, may elect. Peacock or such sub-distributors shall have the broadest possible latitude in the distribution of the picture and the exercise of their judgment in all matters pertaining thereto shall be final. Peacock has not made any express or implied representation, warranty, guarantee, or agreement as to the amount of Gross Receipts which will be derived from the distribution of the Picture, nor has Peacock made any express or implied representation, warranty, guarantee, or agreement that there will be any sums payable to Producer hereunder (unless specifically stated) or that the Picture will be favorably received by the exhibitors or by the public or will be distributed continuously. In no event shall Peacock incur any liability to Producer hereunder based upon any claim by Producer that Peacock has failed to realize receipts or revenues which should or could have been realized. Producer acknowledges that Peacock will simultaneously with the distribution of the Picture distribute pictures produced by it, by others, or both competition with the Picture, and Peacock shall be under no duty to secure for the Picture as favorable prices and terms as it secures for films produced by it, by others, or both it being understood that without in any way limiting the latitude or discretion of Peacock or its licensees hereunder, Peacock agrees to use arms length criteria in establishing the prices and terms for the Film. Producer acknowledges that Peacock is engaged in the business of distributing pictures produced by itself, by others, or both and nothing in this Agreement shall be deemed to restrict or limit, in any way, Peacock's right to produce or distribute other motion pictures with the basic idea, theme, characters, or story development of the Picture. Wherever a licensee pays either a flat sum or a percentage of the receipts, or both, or makes other payments for the right to exhibit a group of pictures under an agreement which does not specify what portion of the license payments apply to the respective pictures in the group, Peacock may, in good faith, allocate to the Picture for the purpose hereof such portion of such total license payments as it may consider proper under the circumstances.

8. **Distribution Fees:** Peacock's distribution fee ("Distribution Fee") with respect to the Gross Receipts (as defined below) from the Acquired Rights of Picture shall be as follows:

A. Thirty-Five percent (35%) of the Gross Receipts from the exploitation of the Acquired Rights in the Territory.

9. **Distribution Expenses:** Notwithstanding anything contained herein to the contrary, the term "Distribution Expenses" shall include, but not be limited to, any and all expenses incurred by Peacock for the sales, marketing and distribution of the Picture, the exploitation of the Acquired Rights, the percentage of overhead attributable to the Picture based on performance and sales, and reasonable attorney's fees and costs for any claims or causes of action related to the Picture all of which shall be recoupable by Peacock from Gross Receipts as hereinafter set forth.

10. **Gross Receipts:** As used herein, the term "Gross Receipts" shall mean the aggregate of all monies actually received (not subject to forfeiture or return) by Peacock from its

licensees or sub-distributors in U.S. Dollars from the sale, licensing, marketing and exploitation of the Picture and any use of the Acquired Rights in the Territory, less any fee paid by Peacock for the services of any third party sales agent(s).

11. **Net Receipts:** As used herein, the term "Net Receipts" shall mean an amount equal to the excess, if any, of the Gross Receipts remaining after the deduction, in the order listed, of (i) Peacock's Distribution Fee, (ii) all Distribution Expenses incurred by Peacock in connection with the Picture; and (iii) any unrecouped amounts paid by Peacock to Producer or on Producer's behalf. The Producer shall receive 100% of the Net Receipts *pari passu* and pro rata. All third party participation's (other than those, if any, granted by Peacock which would be payable from Peacock's share as its sole responsibility), whether payable to financiers, creative elements or otherwise, shall be paid from Producer's share of Net Receipts and Producer shall be responsible therefore and indemnify and hold harmless Peacock from any liability in connection therewith. In accordance therewith, any sums due to Producer shall be made payable in U.S. currency to "JMBE, Inc. and Champion Entertainment." JMBE, Inc. will furnish Peacock with a bank account for deposit of all Net Receipts, if any, for Picture. Peacock is no way responsible for creating or maintaining Producer's account, such responsibilities being the sole obligation of the Producer.

12. **Editing, Retitling, and Foreign Versions:** Peacock may make or cause to be made and/or authorize others to make English-language and foreign-language versions of the Picture, whether dubbed versions, superimposed versions, or otherwise, all without the consent of Producer. Peacock will pay, as a Distribution Expense, or cause the payment of any sums required in the making of such foreign-language versions. Peacock may also grant to any other persons, firms, corporations, or entities the right to make foreign-language versions in the Territory during the Term. Peacock, without the consent of Producer, may change the title of the Picture in connection with its distribution in all or any part of the Territory if, in the judgment of Peacock, it is desirable or expedient to do so. Peacock agrees to notify Producer within thirty days of any change in Producer's original edit or Picture title.

13. **Music Rights:** Producer hereby grants and assigns to Peacock for the Term and Territory of the rights granted to Peacock in the Picture all of Producer's right, title, and interest, whether presently held or hereafter acquired, in and to use all music and lyrics synchronized with or written for or in connection with the Picture in any and all media in the Territory.

14. **Peacock's Credit:** Peacock and its designees shall receive the following credits with respect to the exploitation of the

A. **On-Screen Credit:**

(i) A first card, single card, front end presentation credit on the screen in a size equal to the artwork title of the Picture, consisting of Peacock's optical logo and typed

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credit reading "Peacock Films Presents a JMBE, Inc." in a size equal to the regular title.

**B. Credit in Paid Advertising:**

(i) "Peacock Films Presents" above or preceding the regular title in first position, and, in addition, "A Peacock Films Release" at the end of the billing block with the Peacock logo.

**15. Execution of Documents/Power of Attorney:** Producer and Peacock shall execute and deliver any and all documents which may be necessary or appropriate to fully implement the provisions of this Agreement. Should Producer fail to execute any such documents or instruments within (72) hours after a written request from Peacock to do so, Producer hereby grants to Peacock a power of attorney, irrevocable and coupled with an interest, to execute, acknowledge, and deliver the same Producer's name for Peacock's benefit.

**16. Producer's Warranties:** Producer specifically represents and warrants that (i) Producer has the full authority to grant the rights granted to Peacock herein, (ii) that these rights are free and clear of any liens, encumbrances, restrictions, claims, or rights inconsistent with or which could adversely affect any of the rights granted herein to Peacock, and the Picture as delivered will be free from any outstanding payable of any kind, (iii) that the grant of these rights to Peacock does not interfere with or infringe on the rights of any third party, (iv) that all rights to music, story, name, likeness, pictures, caricatures, dialogue, voice overs, the literary material upon which the Picture is based and to any other material of any nature whatsoever appearing, used or recorded in the Picture have been obtained in proper form for the free and unrestricted use and exploitation of the picture in the Territory, (v) that Producer has the right to issue and authorize publicity concerning persons appearing in or rendering services in connection with the Picture or appearing in the paid advertising of the billing, and has the right to use, reproduce, transmit, broadcast, exploit, publicize, and exhibit their names, photographs, likeness, voices, and other sound effects, as well as recordings, transcriptions, films, and other reproductions thereof in connection with the rights granted herein to Peacock, (vi) that there are and will be no restrictions from Producer or third parties of any kind which could or would prevent, limit or impair Peacock's sole and exclusive ownership of all acquired Rights or its right to any use or exploitation thereof, (vii) that Peacock will not be obligated to make any payments to anyone other than as expressly specified in this agreement in connection with the exercise by Peacock, its licensees or sub-distributors of any rights herein granted, including but not limited to, any guild, rerun, reuse, pension, deferment, or residual payments of any kind, nature, or description, (viii) that no third person is entitled to share in Gross Receipts or Net Receipts of the Picture in any way which would limit Peacock's Distributions Fee or the calculation of Net Receipts as provided for herein, (ix) that neither the Picture, nor any part thereof has been released, distributed, or exhibited by any means or media whatsoever in any part of the Territory, nor banned by censors of, or refused import permits for any part of the Territory, (x) Producer has not and will not exercise any right in the Picture which might tend to



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derogate from or compete with the rights herein granted to Peacock, (xi) Peacock will quietly and peacefully enjoy and possess all Acquired Rights without hindrance on the part of any person, firm, corporation or entity, and (xii) Producer further represents and warrants that neither the Picture, nor any part thereof (including without limitation its title), nor any part thereof (including without limitation its title), nor any materials contained therein or synchronized therewith, nor the exercise of any rights, license or privilege granted herein, will defame or constitute unfair competition with any third party, violates or will violate, infringes or will infringe, any trademark, trade name, copyright (whether common law or statutory), patent, literary, artistic, dramatic, personal, civil, or property right, right of privacy, right of publicity or "moral right of authors", or any law or regulation or other right whatsoever of, or slanders or libels, any person, firm, corporation, association or entity whatsoever.

**17. Infringement and Collection Suits:** Peacock may, in the name of Producer, or otherwise, take such steps as Peacock may deem necessary or appropriate by action-at-law or otherwise to prevent unauthorized exhibition or distribution of the Picture or any infringement upon the rights of Producer or Peacock under this Agreement: and Peacock or its nominee may, as Producer's attorney-in-fact, execute, acknowledge, verify, and deliver all instruments pertaining thereto in the name of and on behalf of Producer. Peacock may also take such steps as Peacock shall deem necessary or appropriate by action-at-law or otherwise to recover monies due pursuant to any agreement relating to the exploitation of the Acquired Rights. All costs and expenses, including reasonable attorneys fees, in connection with such matters shall be borne by Peacock but shall be recoupable by Peacock from Producer's Share of Net Receipts, Producer having no other liability therefor.

**18. Offset Rights:** In the event any written claim or lawsuit is instituted against Peacock or any licensee or sub-distributor of Peacock, which written claim or lawsuit (the "Liability") is based on a claim inconsistent with any of Producer's warranties, representations, or agreements hereunder, Peacock may offset any monies that Peacock reasonably deems necessary, now or hereafter payable to or for the account of Producer, in the amount of the Liability plus Peacock's reasonable attorney's fees and costs, whether or not the Liability has been reduced to judgment. In addition, pending the final determination of such Liability, Peacock may withhold from such monies payable to Producer hereunder such amount as Peacock's may reasonably deem necessary to cover the Liability plus Peacock's reasonable attorney's fees and costs; except, however, that Peacock shall not make any such withholding with respect to the Liability should Producer furnish Peacock with a surety bond in an amount and by a surety satisfactory to Peacock for the payment to Peacock of such Liability. Peacock may compromise or settle such Liability upon terms as Peacock may deem reasonable unless Producer shall furnish Peacock with a surety bond as aforesaid.

**19. Indemnity:**

A. Each party (in this capacity referred to as "Indeminitor") agrees to indemnify and hold

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the other party and its successors in interest, licensees and assigns, the officers, directors agents, shareholders, attorneys and employees of the foregoing (in this capacity referred to as "Indemnities") harmless from and against any and all costs, claims, charges, recoveries, losses, expenses (including, but not limited to, reasonable attorney's fees), liabilities, judgments, settlements, compromises, or any other out-of-pocket loss (hereinafter collectively referred to as a "Loss") which may be made, asserted, maintained, secured, against or suffered by Indemnities, or any of them caused by any breach or alleged breach by Indemnitor of any provision of this Agreement

B. Each party agrees to give the other party timely written notice of any claim, demand or action which is or may be subject to this Paragraph including A and B hereof. ("Demand") promptly after obtaining knowledge thereof and shall make available to the other party all documents and information in possession of that party material to the Demand. Within ten (10) days from receipt of such notice, the applicable Indemnitor agrees to assume the defense of the demand on behalf of itself and the applicable Indemnities. Any Indemnitee shall have the right to participate in the defense of any Demand through counsel of their choice at their cost. If the applicable Indemnitor fails to promptly assume the defense of any reasonable Demand, any Indemnity may do so and the applicable Indemnitor shall promptly reimburse all Indemnities for all costs expenses (including but not limited to reasonable attorneys' fees) incurred in connection therewith as such are incurred. Indemnities shall not settle or compromise any Demand without the prior written consent of any Indemnitor, unless that Indemnitor shall fail or refuse for any reason to reimburse costs and expenses of defense as incurred by Indemnities or settlement of Demand is unreasonably withheld. Both parties agree to fully cooperate with the other in the defense of all Demands initially made by third parties, including but not limited to, prompt compliance with all reasonable discovery requests.

**20. Assignment, Successors:** Both parties may assign this Agreement provided that such assignment does not release the assignor from assignor's responsibilities hereunder and provided that the other party is advised of such assignment before it is effected. Any assignment of payments by Producer to more than two parties must be handled by an independent disbursing agent at Producer's expense. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors in interest of the parties hereto.

**21. Applicable Law:** This agreement shall be construed, interpreted and enforced in according to the laws of the State of California applicable to agreements executed and to be wholly performed within such state and without regard to the conflict or choice of law provisions thereof. All proceedings commenced to enforce this Agreement shall take place in the County of Los Angeles, State of California.

**22. Partial Invalidity:** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that such provision shall be ineffective only to the extent of such prohibition or invalidity and that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the

12-21-1994 05:15PM FROM

TO

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parties.

23. **Interpretation:** Wherever any words are used herein in a gender they shall also be construed as through they were in the opposite gender in all cases where they would apply and wherever any words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply.

24. **Relationship of Parties:** The relationship between Producer and Peacock is solely that of creditor and debtor with respect to sums due pursuant to this Agreement. Nothing contained herein shall be construed so as to create a joint venture or partnership between Producer and Peacock, or a third party beneficiary relationship as to any person or entity. Except as otherwise specifically set forth herein, neither Producer, nor Peacock shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

25. **Headings:** the descriptive headings of the paragraphs of this Agreement are inserted solely for convenience of reference and are not part of this Agreement and are not intended to govern, limit, amplify or aid in the construction of any of the terms or provisions of this Agreement.

26. **Counterparts:** This agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The respective signatures on each of such counterparts shall constitute a binding agreement by and between the parties.

27. **Notices:** All notices, payments, or approvals which either party is required or may desire to give or to serve upon the other party under this Agreement shall be in writing and may be delivered personally, by facsimile transmission, by overnight courier service (federal express, U.S. mail), or by registered or certified mail, return receipt requested, prepaid first class mail to the said party at the address set forth below or such other address of which it may hereafter give notice to the other party in writing. A copy of any notice sent by facsimile transmission must also be sent by regular U.S. mail.

Any notice sent by facsimile transmission shall be deemed served the same day if it is a business day during normal business hours of the recipient or the next business day if received after recipient's normal business hours or on a Saturday, Sunday or legal holiday. Any notice sent by overnight courier service shall be deemed served the next business day. Any notice sent by certified or registered prepaid first class mail shall be deemed served twenty-one (21) days after it shall be deposited with the United States Postal Service.

**Notices to Producer:**

Champion Entertainment Incorporated  
3611 Meadow Springs Drive  
Sugar Land, Texas 77479



Tel. 713-265-1822  
Fax. 713--265-4987

JMBE  
P.O. Box 300889  
Houston, TX 77230-0889  
Tel/Fax. 713-395-8457

**Notices to Peacock:**

Peacock Films, Inc.  
3439 Cahuenga Boulevard West  
Hollywood, Ca. 90068  
Tel. (213) 874-6000  
Facsimile Number: (213) 874-4252

28. **Accounting:** Peacock shall furnish Producer with Producer's Reports twice per year for the first three years and thereafter once per year but only for such periods in which there are Net Receipts, said Producer's Reports to indicate Gross Receipts, Distribution Fees and Expenses, Post-Production and Delivery Expenses, and Net Receipts (if any), and shall be accompanied by Producer's Share of Net Receipts shown to be due. Producer's Reports shall be rendered within ninety (90) days of the end of each reporting period. Any objections to Producer's Reports shall be made in writing within thirty days (30) of the rendering of same and if such objection is made, a lawsuit based thereon shall be filed within six months of making such objection, after which time, if no objection has been made or if no lawsuit filed within the applicable time periods, said Producer's Report shall be deemed final and any objection thereto deemed waived and action thereon barred.

29. **Entire Agreement:** This Agreement constitutes the complete and entire agreement and understanding between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representation, and understandings, whether oral or written, of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. Producer and Peacock shall execute any and all documents and instruments and shall do all acts which may be necessary or appropriate to fully implement the provisions of this Agreement.

30. **Arbitration:** Any controversy, dispute or claim arising out of the interpretation, performance, breach or alleged breach of this Agreement shall be resolved by binding arbitration, at the request of either party, in accordance with the rules of the American Arbitration Association. The arbitrators shall apply California substantive law and the California Evidence Code to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law, including the power to award punitive damages except that Producer may not enjoin the distribution of the Film for any reason and shall be limited to its damages at law for any claims arising under or in connection with this Agreement. The arbitrators shall

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TO

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prepare in writing and provide to the parties an award including factual findings and the reasons upon which the decision is based. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for any such error. All such proceedings shall take place in the County of Los Angeles, State of California.

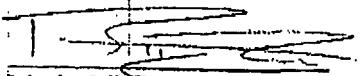
31. **Default and Cure:** Neither party shall be liable for its breach of the terms of this Agreement unless it shall have received written notice of such breach from the non-breaching party and the breaching party shall not within forty five (45) days after receipt of such notice have cured said breach. Such cure right shall not be applicable to breaches which are incapable of being cured. In the event Producer materially breaches this Agreement and does not cure said breach in accordance with the terms hereof, Peacock may elect to terminate this Agreement and all of its obligations hereunder, it being understood that the exercise by Peacock of its rights or remedies under any one provision of this Agreement shall not limit or affect its rights or remedies concurrently or subsequently to exercise any other right or remedy and shall be in addition to such other rights or remedies as Peacock may have at law, in equity, under this Agreement or otherwise. All of Peacock's rights and remedies under this Agreement shall be cumulative.

32. **No Waiver:** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, dissimilar or identical, nor shall any waiver constitute a continuing waiver. Neither party shall be deemed to have waived any provision hereof except in writing signed by the party to be charged.

33. **Construction:** This Agreement has been negotiated and approved by the parties hereto and notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty in this Agreement shall not be construed against either party based upon authorship of any of the provisions hereof.

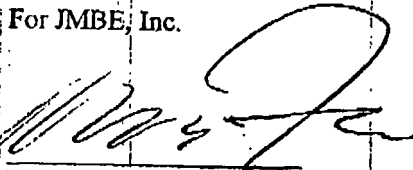
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

For Peacock Films

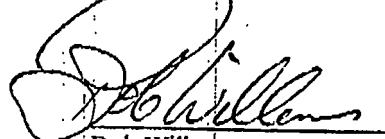
  
Moshe Bibiyan, President

Date: 12/21/94

For JMBE, Inc.

  
Bekee C. Nwakanma

Date: 12/21/94

  
Bob Willems

Date: 12/21/94

\*\*\*\*\*

TRANSACTION REPORT

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# THE HOLLYWOOD REPORTER®

Monday, October 17, 1994 \$1.00 (California) \$1.50 (Elsewhere)  
a BPI publication

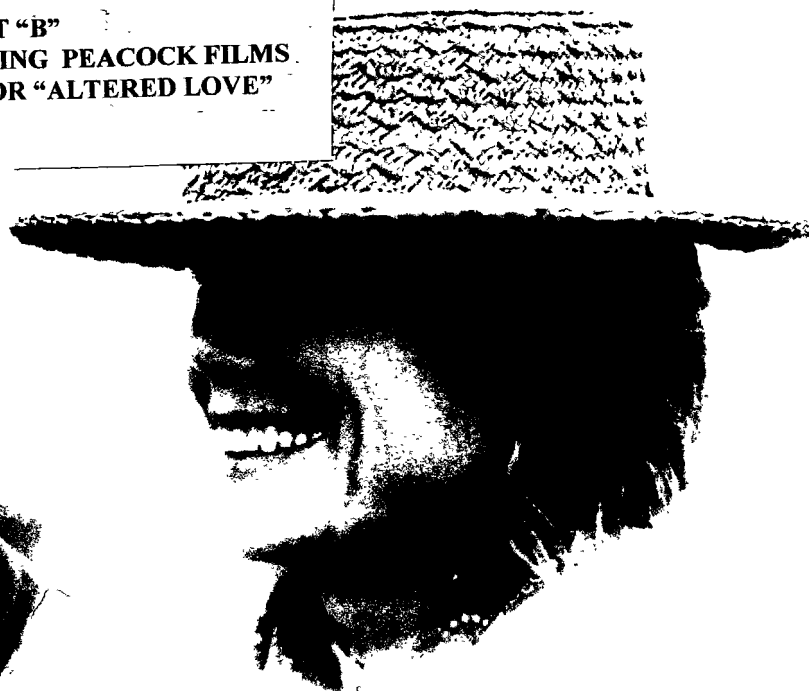
## MIFED SPECIAL ISSUE

EXHIBIT "B"  
PUBLICATION SHOWING PEACOCK FILMS  
ADVERTISEMENT FOR "ALTERED LOVE"



TOMMY LEE JONES  
IN HIS DIRECTORIAL DEBUT

# THE GOOD OLD BOYS



TOMMY LEE  
JONES

TERRY  
KINNEY

FRANCES  
MCDORMAND

SISSY  
SPACEK

SAM  
SHEPARD



Turner Pictures presents an Edgar J. Scherick Associates Production

in association with Firebrand Productions and The Javelina Film Company Tommy Lee Jones Terry Kinney Frances McDormand Sam Shepard Sissy Spacek "The Good Old Boys"

Wilford Brimley Matt Damon music by John McEuen edited by Kimberly Ray production designer Cary White director of photography Alan Caso co-producer Mitch Engel

executive producer Edgar J. Scherick produced by Salli Newman screenplay by Tommy Lee Jones and J.T. Allen based on the book by Elmer Kelton directed by Tommy Lee Jones





## MIFED '94 PRODUCT GUIDE

ence fiction) Producers: Ute Emmerich, Thomas Wobke, Jakob Claussen; directors: Holger Neuhauser, Klaus Knoesel. A medieval lord captures an alien ship for use in the Crusades. (screenings)

**INFINITY** (U.S.A.; romance) Director: Matthew Broderick; cast: Matthew Broderick, Patricia Arquette, James LeGros. Romance during the race to construct the first nuclear weapon. (product reel)

**JONATHAN OF THE BEARS** (Europe; action-adventure) Producers: Vittorio Noia, Franco Nero; director: Enzo G. Castellari; cast: Franco Nero, Floyd Red Crow Westernman, John Saxon. A man raised by bears protects his land from encroaching land barons. (screening)

**SHADOW OF A KISS** (Europe; drama) Producers: Arthur La Pegna, Massimiliano La Pegna; director: Massimo Massucco; cast: Michael York, Bernard Fresson, Charlotte Valandrey. A man's incidental glance at a photograph sparks a recollection of love. (product reel)

**MAD DOGS & ENGLISHMEN** (U.K.; romance) Producers: Peter Watson-Wood, Nigel Thomas; director: Henry Cole; cast: C. Thomas Howell, Elizabeth Hurley, Joss Ackland. An American encounters the decadent world of London's youth elite. (product reel)

## PANDORA

**MIFED Office:** Hall A1-94. **Company Hotel:** Excelsior. **Attending:** Ernst Goldschmidt, president; Sudy Coy, exec. vp; Fabien Liron, director of acquisitions & development; Marie Dominique Bradford, head of intl. sales operations.

**CORPORATE ADDRESS:** 7 Rue Keppler, Paris 75116, France. **Phone:** (33-1) 4070-9090; **Fax:** (33-1) 4070-9091. **955 S. Carrillo Drive, Los Angeles, CA 90048, U.S.A. Phone:** (213) 954-3900; **Fax:** (213) 954-9371.

**BLUE JUICE** (U.K.; comedy) Producers: Simon Relp, Peter Salmi; director: Carl Prechezer; cast: Sean Pertwee. A man must choose between commitment and freedom. (presales)

**THE DISAPPEARANCE OF FINBAR FLYNN** (Ireland/U.K./Sweden; comedy) Producers: Bertil Ohlsson, Martin Bruce-Clayton; director: Sue Clayton; cast: Pete Postelthwaite, Sean McGinley, Jonathan Rhys Myers. A tango hall provides a lesson about what holds people together and what

tears them apart. (presales)

**FRANKIE STARLIGHT** (Ireland/U.K./France; romance) Producer: Noel Pearson; director: Michael Lindsay-Hogg; cast: Anne Parillaud, Gabriel Byrne. A very special man deals with the two most important women in his life. (presales)

**LUCKY BREAK** (Australia; romance) Producer: Bob Weis; director: Ben Lewin; cast: Anthony La Paglia, Gia Cirides, Rebecca Gibney. An erotic novel writer meets a sexy jewelry dealer.

**SOMEONE ELSE'S AMERICA** (France/U.K./Germany; comedy) Producers: Antoine de Clermont-Tonnerre, David Rose; director: Goran Paskaljevic; cast: Tom Conti, Miki Manojlovic, Maria Casares. Misadventures of two immigrants living in a run-down corner of Brooklyn.

**THE YOUNG POISONER'S HANDBOOK** (U.K./Germany/France; drama) Producer: Sam Taylor; director: Benjamin Ross; cast: Hugh O'Connor, Antony Sher, Ruth Sheen. A young man descends into madness in suburban England. Also on offer: **OF LOVE AND SHADOWS**.

## PEACOCK FILMS

**MIFED Office:** Hall A2-201. **Attending:** Simin Bibiyan, president; Moshe Bibiyan, CEO; Glenn Aveni, president intl. sales; Scott Paterra, CFO.

**CORPORATE ADDRESS:** 3439 W. Caheunga Blvd., Hollywood, CA 90068, U.S.A. **Phone:** (213) 874-6000; **Fax:** (213) 874-4252.

**ALTERED LOVE** (Drama) Cast: Claude Akins, Kim Kilway. A man becomes obsessed with a young girl who looks like his ex-wife.

**AMERICAN CHINATOWN** (Action-adventure) Cast: Henry Lee, Robert Z'Dar, Lait Goodson. A young streetfighter falls in love with the adopted sister of his criminal boss. (90 mins.)

**BEYOND THE EDGE** (Drama) Cast: Brian Boone, Glen Plummer, Michael Green. A young Generation-Xer meets a crazed homeless man. (90 mins.)

**THE BRIT PACK** (Action-adventure) Cast: Kevin Ula-Christie, Zoe Nathanson, Freddie Cross. A woman inspires her former flame to find his dreams. (90 mins.)

**BRUSH WITH DEATH** (Action-adventure) Cast: Serge Rodnunsky, Anne Thomas, Denis Mandel. A painter develops a deadly obsession with an exotic nightclub

dancer. (93 mins.)

**DEADLY DISCOVERY** (Action-adventure) Cast: Walter Baziak, Jack Rooney, Kerol Rae. A cop winds up in a game of deceit while visiting his former partner. (85 mins.)

**DEATH ANGLE** (Action-adventure) Cast: Ami Dolenz, Charles Napier, Larry Gatlin. A disenchanted high-school athlete befriends a once-successful musician. (90 mins.)

**FINAL CUT** (Thriller) Cast: Chip Flanagan, John Brooks. A man escapes to the road after a sniper kills his policeman father.

**FIRST ACTION HERO** (Action-adventure) Cast: Fabio Testi, Marina Giulia Cavalli. Mob wars rage across Miami. (120 mins.)

**THE FORCE WITHIN** (Action-adventure) Cast: Joseph Campanella, Stuart Steel. A street person who thrives on murder and kinky sex teaches spiritual fundamentals to children. (104 mins.)

**HOLLYWOOD DREAM** (Drama) Cast: David Carradine, Lee Ann Beaman. A woman meets a millionaire disguised as a homeless man. (120 mins.)

**HOLLYWOOD HILLS, 90028** (Action-adventure) Cast: Bethenny Franked, David Kenneth. Strange things happen to school kids who have bugged the class nerd after a beautiful new student arrives.

**INVITATION TO DIE** (Action-adventure) Cast: Richard Lynch, Jorge rivero, Jorgo Ogenovski. A man descends into the realm of death tournaments to find his missing friend. (90 mins.)

**MADAM** (Adult/erotic) Cast: Sonny Landham, Britany McKenna, Joe Estevez. A television journalist goes undercover to expose the truth about prostitution. (90 mins.)

**THE PASSING** (Science fiction) Cast: James Plaster, Welton Benjamin Johnson. A captured serial killer consents to be the subject of an experiment. (90 mins.)

**SECRET FORCE** (Action-adventure) Cast: Jeff Weston, Kimberleigh Stark. Soldiers are manipulated into committing political crimes. (90 mins.)

**SHOW TIME FOR RICKY** (Comedy) Cast: Aaron Greenberg, Mindy Gadsen. A young boy struggles to become a man. (94 mins.)

**WHEN TOMORROW HITS** (Action-adventure) Cast: Lawrence Monoson, Kim Gillingham, Tracy Fraim. Two petty thieves plan a shadowy robbery. (87 mins.)

## PFG ENTERTAINMENT

**MIFED Office:** Hall C3-313/314. **Attending:** Jeff Schechtman, CEO; Ted Rosenblatt, president; Daniel Gerst, exec. vp.

**CORPORATE ADDRESS:** 1401 Ocean Ave., Suite 302, Santa Monica, CA 90401, U.S.A. **Phone:** (310) 393-5788; **Fax:** (310) 393-0882.

**CRONOS** (Mexico; thriller) Producers: Bertha Navarro, Arthur H. Gorson; director: Guillermo del Toro; cast: Federico Luppi, Ron Perlman, Claudio Brook. An alchemist discovers a device which can prolong life. (screening)

**CROSSFIRE** (U.S.A.; action-adventure) Producers: Jeff Neuman, Martin Wiley; director: Robert Radler; cast: Phillip Rhee, Lance Henriksen. A man returns to the folds of organized crime against his will.

**HEART OF STONE** (U.S.A.; action-adventure) Producers: Pete McAlevy, Bruce Binkow; director: Sheldon Letich; cast: Brian Bosworth. A former cop is

hung out to dry.

**JOEY BREAKER** (U.S.A.; romance) Producers: Amos Poe, Steven Starr; director: Steven Starr; cast: Richard Edson, Cedella Marley. A fast-talking New York agent discovers there is more to life than making a deal.

**KILLING ZOE** (U.S.A.; drama) Producer: Samuel Hadida; director: Roger Avary; cast: Eric Stoltz, Jean-Hugues Anglade, Julie Delpy. An American safe-cracker joins an old friend in Paris to pull off a robbery. (screening)

**NATURAL CAUSES** (U.S.A.; thriller) Producer: Jake Raymond Needham; director: James Becket; cast: Ali McGraw, Linda Purl, Will Patton. A woman finds herself in the middle of a CIA assassination plot.

**THE SILVER BRUMBY** (Australia; family) Producers: John Tatoulis, Colin J. South; director: John Tatoulis; cast: Caroline Goodall, Russell Crowe, Ami Daemion. A wild silver stallion struggles to survive in the Victorian High Country. (screening)

## PLAYBOY ENTERTAINMENT GROUP

**MIFED Office:** Hall A2-223B. **Company Hotel:** Principe di Savoia. **Hotel Phone:** 6230; **Office Fax:** 659-5838. **Attending:** Suzanne Barron, vp. intl. television & home video; Andrew Schreiber, director of intl. home video sales & marketing; Allyson Hall, intl. coordinator.

**CORPORATE ADDRESS:** 9242 Beverly Blvd., Beverly Hills, CA 90210, U.S.A. **Phone:** (310) 246-4000; **Fax:** (310) 246-4050.

**AROUSAL, FOREPLAY AND ORGASM** (Adult/erotic) Dr. Ruth Westheimer looks at lovemaking in the '90s. (55 mins.)

**DR. YES: THE HYANNIS AFFAIR** (Thriller) The husband of a deceased woman falls in love with her daughter. (94 mins.)

**EROTIC SHOWCASE III** (Adult/erotic) Anthology of erotic vignettes. (90 mins.)

**LIFE ON THE EDGE** (Adult/erotic) A young attorney becomes involved with her high-powered client. (95 mins.)

**LOVER'S LEAP** (Adult/erotic) A woman takes a break from a younger man and gets involved with his father. (91 mins.)

**LUSTY LIAISONS** (Adult/erotic) Bawdy tales of passion and intrigue. (Two 90-min. episodes)

**MAN & WOMAN** (Adult/erotic) A young executive must choose between his wife and an office seductress. (88 mins.)

**PASSIONATE INTERLUDES** (Adult/erotic) Elegant erotic vignettes. (Two 90-min. episodes)

**PLAYBOY CELEBRITY CENTER-FOLD: LA TOYA JACKSON** (Adult/erotic) Revealing portrait of the outspoken singer. (60 mins.)

**PLAYBOY CELEBRITY CENTER-FOLD: PATTI DAVIS** (Adult/erotic) Eye-opening look at the daughter of former President Reagan. (60 mins.)

**SCORING** (Thriller) A film composer senses events in his latest film are also happening to him. (88 mins.)

**TEMPTRESS** (Adult/erotic) A photographer returns from India possessed by a destructive spirit. (92 mins.)

**WET & WILD: THE LOCKER ROOM** (Adult/erotic) Sizzling scenes in the locker room. (60 mins.)



Pandora's "The Young Poisoner's Handbook"



## CERTIFICATE OF REGISTRATION

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.



*Marybeth Peters*

REGISTER OF COPYRIGHTS  
United States of America

FORM PA

For a Work of the Performing Arts  
UNITED STATES COPYRIGHT OFFICE

REG

PAU 1-940-075



EFFECTIVE DATE OF REGISTRATION

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DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK ▼

ALTERED LOVE

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

THEATRICAL MOTION PICTURE

EXHIBIT "C"  
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OWNERSHIP OF THE PICTURE

2 NAME OF AUTHOR ▼

JENNY'S MEMORIAL BUSINESS ENTERPRISES

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Domiciled in U.S.A.WAS THIS AUTHOR'S CONTRIBUTION TO  
THE WORK  
Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ NoIf the answer to either  
of these questions is  
"Yes," see detailed  
instructions.NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed ▼  
Entire Motion Picture

NAME OF AUTHOR ▼

b Uchenna NwakanmaDATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼  
1967Was this contribution to the work a  
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☒ Yes  
☐ NoAUTHOR'S NATIONALITY OR DOMICILE  
Name of CountryOR { Citizen of Nigeria  
Domiciled in U.S.A.WAS THIS AUTHOR'S CONTRIBUTION TO  
THE WORK  
Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ NoIf the answer to either  
of these questions is  
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instructions.NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed ▼  
Coauthor of Script

NAME OF AUTHOR ▼

c Bekee C. NwakanmaDATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼  
1953Was this contribution to the work a  
"work made for hire"?  
☒ Yes  
☐ NoAUTHOR'S NATIONALITY OR DOMICILE  
Name of CountryOR { Citizen of Nigeria  
Domiciled in U.S.A.WAS THIS AUTHOR'S CONTRIBUTION TO  
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Pseudonymous? ☐ Yes ☒ NoIf the answer to either  
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instructions.NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed ▼  
Coauthor of Script3 a YEAR IN WHICH CREATION OF THIS  
WORK WAS COMPLETED This information  
must be given  
ONLY if this work  
has been published.  
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Month Day Year  
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Jenny's Memorial Business Enterprises  
P.O. Box 300889  
Houston, Texas 77230-0889

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space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

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Page 1 of 2 pages



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*  
REGISTER OF COPYRIGHTS  
United States of America

**FORM PA**  
For a Work of the Performing Arts  
UNITED STATES COPYRIGHT OFFICE

REG

PAU 1-940-075



EFFECTIVE DATE OF REGISTRATION

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THEATRICAL MOTION PICTURE

NAME OF AUTHOR ▼

JENNY'S MEMORIAL BUSINESS ENTERPRISES

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼Was this contribution to the work a  
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AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country

OR { Citizen of U.S.A.  
Domiciled in U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO  
THE WORK

Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No

If the answer to either  
of these questions is  
"Yes," see detailed  
instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼  
Entire Motion Picture

NAME OF AUTHOR ▼

Uchechi Nwakanma

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

1967

Was this contribution to the work a  
"work made for hire?"

☒ Yes  
☐ No

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Name of Country

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Coauthor of Script

NAME OF AUTHOR ▼

Bekee C. Nwakanma

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

1953

Was this contribution to the work a  
"work made for hire?"

☒ Yes  
☐ No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country

OR { Citizen of Nigeria  
Domiciled in U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO  
THE WORK

Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No

If the answer to either  
of these questions is  
"Yes," see detailed  
instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼  
Coauthor of ScriptYEAR IN WHICH CREATION OF THIS  
WORK WAS COMPLETED

1994

This information  
must be given  
in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information  
ONLY if this work  
has been published. Month Day Year

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as  
the author given in space 2 ▼

Jenny's Memorial Business Enterprises  
P.O. Box 300889  
Houston, Texas 77230-0889

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in  
space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

JAN 23 1995

ONE DEPOSIT RECEIVED

SEP 6, 94 (2) UT-D

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.  
• See detailed instructions.  
• Sign the form at line 8

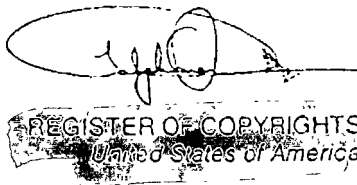
DO NOT WRITE HERE:

Page 1 of 2 page

# CERTIFICATE OF COPYRIGHT REGISTRATION



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.



## FORM TX

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

TX 472 156

EFFECTIVE DATE OF REGISTRATION

TX TXU  
5 20 9  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼

ALTERED LOVE

PREVIOUS OR ALTERNATIVE TITLES ▼

**PUBLICATION AS A CONTRIBUTION** If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

NAME OF AUTHOR ▼

Uchechi Nwakanma

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼  
1967

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country  
OR { Citizen of ▼ Nigeria  
Domiciled in ▼ U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

Coauthor of entire script

NAME OF AUTHOR ▼

Bekee C. Nwakanma

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼  
1953

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country  
OR { Citizen of ▼ Nigeria  
Domiciled in ▼ U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

Coauthor of entire script

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country  
OR { Citizen of ▼  
Domiciled in ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1991

Year

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information

ONLY if this work has been published.

Month ▼ Day ▼ Year ▼

**COPYRIGHT CLAIMANT(S)** Name and address must be given even if the claimant is the same as the author given in space 2.▼

Jenny's Memorial Business Enterprises

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MAY 20 1991  
ONE DEPOSIT RECEIVED

043465583

n c and

TXu 472 156

EXAMINED BY ✓

FORM TX

CHECKED BY \_\_\_\_\_

☐ CORRESPONDENCE  
YesFOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼☐ This is the first published edition of a work previously registered in unpublished form.☐ This is the first application submitted by this author as copyright claimant.☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

**DERIVATIVE WORK OR COMPILATION** Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼See instructions  
before completing  
this space.

—space deleted—

**REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS**

A signature on this form at space 10, and a check in one of the boxes here in space 8, constitutes a non-exclusive grant of permission to the Library of Congress to reproduce and distribute solely for the blind and physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office: (1) copies of the work identified in space 1 of this application in Braille (or similar tactile symbols); or (2) phonorecords embodying a fixation of a reading of that work; or (3) both.

a ☐ Copies and Phonorecordsb ☒ Copies Onlyc ☐ Phonorecords Only

See instructions

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

John S. Egbert

1018 Preston, Suite 100

Houston, Texas 77002

Area Code &amp; Telephone Number ▼

Be sure to  
give your  
daytime phone  
number**CERTIFICATION** I, the undersigned, hereby certify that I am the

Check one ▶

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of Jenny's Memorial Business Enterprises

Name of author or other copyright claimant, or owner of exclusive right(s) ▼

the work identified in this application and that the statements made in this application are correct to the best of my knowledge.

typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

John S. Egbert

date ▶ 5-16-91

Handwritten signature (X) ▼

ALL  
CERTIFI-  
CATE TOCertificate  
I be  
filed in  
show  
relope

Name ▼

John S. Egbert

Number Street/Apartment Number ▼

1018 Preston, Suite 100

City/State/ZIP ▼

Houston, Texas 77002

**YOU MUST:**

- Complete all necessary spaces
- Sign your application in space 10

**SEND ALL 3 ELEMENTS  
IN THE SAME PACKAGE:**

1. Application form
2. Non-refundable \$10 filing fee in check or money order payable to Register of Copyrights
3. Deposit material

**MAIL TO:**Register of Copyrights  
Library of Congress  
Washington, D.C. 20559



INVOICE 10/103-1

1 Report(s) of 1

RT

# Title Research Report

Client Name: Jennys Memorial Business Enterprises

Attention: Mr. Bekee Nwakanma

Date Received: December 13, 1994

Date Mailed: December 20, 1994

Title Searched: **ALTERED LOVE MOVIE**

Use: Entertainment Services

Analyst: Judy Jenkins

Scope of Search: Full

Service: X Reg.      Expedited

EXHIBIT "D"  
A COPY OF TITLE SEARCH REPORT  
SHOWING COPYRIGHT OWNERSHIP

Acceptance and reliance upon this report by the client constitutes an acceptance of its terms, conditions and limitations. Any liability arising out of the preparation of this report is limited to a refund of the search fee paid.

We have taken all reasonable steps to ensure the completeness and accuracy of this report; however, due to the highly subjective nature of copyright and title searching we cannot otherwise guarantee these results. This search is valid only for the property or title noted above. If the property or title which was the subject of this search is changed, even slightly, a new search should be conducted. Please note that this report in no way constitutes a legal opinion.

Title Search - ALTERED LOVE MOVIE

Stories and Articles

No references found.

Dramatic Works

No references found.

Screenplays

ALTERED LOVE: Unpublished screenplay by Uchechi Nwakanma, registered for copyright in the name of Jenny's Memorial Business Enterprises, May 20, 1991.

Record Albums

No references found.

Musical Compositions

No references found.

Additional Uses

No references found.

Comments

We note the following references also of interest:

MOVIE LOVE: Book by Pauline Kael, published in the U.S. and U.K. by NAL/Dutton in 1991, in the U.K. by M Boyars in 1992, and currently in print in the U.S. and U.K.

LOVE ALTERS NOT: Book by Patricia Veryan, in the "Golden Chronicles" series, published by Saint Martin's Press in 1987, and currently in print.

## Title Search - ALTERED LOVE MOVIE

RAKKAUSELOKUVA (THE LOVE MOVIE): Finnish motion picture in 85 minutes running time, a Reppufilmi Oy release of Reppufilmi/Anssi Manttari, written and directed by Anssi Manttari, reviewed at the Saga-2 in Nordic Film Festival, Drammen, Norway, April 12, 1985. No record of theatrical release in the U.S. under this title is found.

## Trademark Search

We have conducted a search of federal and state trademark registrations in entertainment-related classes for the exact mark and closely-related similars. If expanded coverage is required, you may wish to order a Thomson & Thomson Full Trademark Search or Merchandising Search.

This search includes ACTIVE trademarks from the OFFICIAL GAZETTE up to and including the one dated December 6, 1994 and applications filed at the U.S. Patent and Trademark Office through August 19, 1994, except for a small number delayed by that agency. INACTIVE trademarks (expired, cancelled or abandoned) as far back as 1960 have also been examined.

## U.S. Patent and Trademark Office Records Search

No references found.

## State Trademark Registration Search

No references found.

## Newspaper and Trade Notices

"Baseline" reported on June 30, 1994 that the tv movie ALTERED EGO, produced by Warner Bros Television and Gary Nardino Productions, screenwriters Michael Norell and Jayne Martin (rewrite), described as a drama in 120 minutes running time, was in development. This tv movie is scheduled to be aired over the NBC-TV network during the 1994-95 season.

"Baseline" reported on July 19, 1994 that the film ALTERED EGO, produced by Itasca Pictures, described as a sci-fi thriller, was in development. No further information regarding release date was given.

Thomson & Thomson.

December 20, 1994

VIA OVERNIGHT DELIVERY

Mr. Bekee Nwakanma  
Jennys Memorial Business Enterprises  
1027 Sierra Shadows  
Katy, TX 77450

Title Search - ALTERED LOVE MOVIE

Dear Mr. Nwakanma:

We have conducted a search of the records of the Copyright Office, the Library of Congress, and Thomson & Thomson's common law sources with regard to your proposed use of the title ALTERED LOVE MOVIE for entertainment services.

This title was searched using the following strategy:

ALTER(ED) LOVE(S) MOVIE(S)  
ALTER(ED) LOVE(S)  
LOVE MOVIE(S) ALTER(ED)

The following references were found:

Motion Pictures

No references found.

Television

No references found.

Radio

No references found.

Books (Fiction and Non-Fiction)

ALTERED LOVES: Book by T.E. Apter, subtitled MOTHERS AND DAUGHTERS DURING ADOLESCENCE, published by St. Martin's Press in 1990, by Fawcett Columbine in 1991. This book was reviewed by Carol Tavris in The New York Times Book Review, issue of July 1, 1990.



YAHOO! search

EXHIBIT "E"  
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SHOWING DISTRIBUTION OF THE MOVIE  
IN SEVERAL COUNTRIES

Yahoo! - Help

Your Search: ALTERED LOVE

Advanced Web Search  
References

Web

Images

Directory

Yellow Pages

News

Products



TOP 20 WEB RESULTS out of about 484,000 (What's this?)

1. **Altered Love reviews & best prices on Altered Love DVD** ...

Onino.co.uk has the best **Altered Love** reviews with the best prices at the best shops for **Altered Love** DVD. Do your research before you buy. ... **Altered Love**. ...  
dvd.onino.co.uk/dvd/alterd\_love.html - 11k - [Cached](#)

2. **Altered Love DVD AU\$10.96 @ MaxiDVD Australia** ...

**Altered Love** DVD, A man is obsessed with a young girl who looks like his ex-wife. ... **Altered Love** DVD AU\$10.96 at MaxiDVD Australia.  
www.maxidvd.com.au/product\_info.php/DVD/Altered\_Love/cPath/11\_20/products\_id/1201 - 29k - [Cached](#) - [More pages from this site](#)

3. **Altered Love (DVD) at Cheap DVD Movies UK** ...

**Altered Love** (DVD) - Drama DVDs. **Altered Love** (DVD) Cheap DVD Movies UK - Compare prices and Save! You ... **Altered Love** (DVD). drama dvd ...  
cheap-dvd-movies-uk.co.uk/drama-dvds/digital-video-dreams-altered-love-dvd-.asp - 13k - [Cached](#)

4. **altered love altered love is sucking duff** ...

sucking **altered love** **altered love** and duff. This site is all about **altered love altered love**, we strive to give you the best content ...  
www.harleysinmyrtlebeach.com/alterd-love/alterd-love.html - 5k - [Cached](#)

5. **Bensons World - Altered Love (DVD)** ...

**Altered Love** (DVD) Normally £5.99 Our Price £5.99 Review Buy This Item Checkout Stars, Director, Aspect Ratio, Extra, Languages, ...  
www.bensons-world.co.uk/dvd/products/8/7000000082222.asp - 9k - [Cached](#)

6. **> > Compare UK dvd prices. Altered Love** ... Comparison of ...

> > Find the cheapest dvd prices at UK online shops. Actors: , Title: **Altered Love**, Directors: ... **Altered Love**. Starring: Director: ...  
www.best-dvd-price.co.uk/compare-dvd-price-code-B0000AM72R.html - 10k - [Cached](#)

7. **ALTERED LOVE (DVD) - Thriller - digitalvd.de - Shopping -**

**DVDs** - [Translate this page](#)  
Cool DVDs, Videos and Posters! **ALTERED LOVE** (DVD) (Thriller). Das war nur einer von ca. 6000 DVDs ... 2003. DVDs **ALTERED LOVE** (DVD). Genre ...  
digitalvd.klangundkleid.de/shopping/dvd/detail.asp?BESTNR=DVDM055 - 24k - [Cached](#)

8. **Altered Love DVD - Cheap UK DVDs** ...

**Altered Love** DVD - Cheap UK DVDs. Compare region 2 DVD prices

between UK Retailers

Use [www.find-dvd.co.uk](http://www.find-dvd.co.uk) to find the cheapest DVDs in the UK. ... **Altered Love**. ...

[www.find-dvd.co.uk/DVDM055.htm](http://www.find-dvd.co.uk/DVDM055.htm) - 6k - [Cached](#)

9. **Altered Images Limited - Sharing The Love Of God Through ...**



Sharing The **Love** Of God Through Embroidered Christian Apparel. ... 2003 **Altered Images Limited**. Any Reproduction Is Strictly Prohibited.

[www.alteredimageslimited.com/](http://www.alteredimageslimited.com/) - 23k - [Cached](#) - [More pages from this site](#)

10. **ALTERED LOVE (DVD) - Thriller - branchenbuch.ch - Shopping**

- DVDs - [Translate this page](#)

Cool DVDs, Videos and Posters! **ALTERED LOVE (DVD)** (Thriller). Das war nur einer von ca. 6000 DVDs ... DVDs **ALTERED LOVE (DVD)**.

Genre/Thema ...

[shopping.branchenbuch.ch/shopping/dvd/detail.asp?BESTNR=DVDM055](http://shopping.branchenbuch.ch/shopping/dvd/detail.asp?BESTNR=DVDM055) - 36k - [Cached](#)

11. **ALTERED LOVE (DVD) - Thriller - isurf.ch - Shopping - DVDs**

- [Translate this page](#)

Cool DVDs, Videos and Posters! **ALTERED LOVE (DVD)** (Thriller). Das war nur einer von ca. ... 2003 knk & iSurf.ch. DVDs **ALTERED LOVE (DVD)**. ...

[shopping.isurf.ch/shopping/dvd/detail.asp?BESTNR=DVDM055](http://shopping.isurf.ch/shopping/dvd/detail.asp?BESTNR=DVDM055) - 23k - [Cached](#)

12. **DVD's by Klang und Kleid - ALTERED LOVE (DVD) - Thriller - ...**

- [Translate this page](#)

Unter anderem auch **ALTERED LOVE (DVD)** (Thriller von SLAM MUSIC - DANCEBUY, Bestellnummer:

DVDM055). Und viele weitere DVD's! :-). DVD's, ... **ALTERED LOVE (DVD)**.

...

[www.klangundkleid.ch/dvd/detail.asp?BESTNR=DVDM055](http://www.klangundkleid.ch/dvd/detail.asp?BESTNR=DVDM055) - 26k - [Cached](#)

13. **pipel pipel is altered arse spunk**

... Get pipel pipel and arse spunk Now **altered love** | **altered ammucchiata** | **altered**

pedo | **altered** Chuck Barron | **altered** an | chupar **altered** agentur | **altered** ...

[www.cvairnet.com/pipel/pipel.html](http://www.cvairnet.com/pipel/pipel.html) - 4k - [Cached](#)

14. **The Philosophy of Love Altered Book @ Designedly, Kristi**

... Advice to Plain Girls. Study Kristi's **Love** is a Game **altered** book spread in Elinor Glyn's The Philosophy of **Love** book. **Love** is a Game. ...

[www.kurki15.com/gallery/altered\\_books/glyn\\_book/](http://www.kurki15.com/gallery/altered_books/glyn_book/) - 11k - [Cached](#) - [More pages from this site](#)

15. **Altered Sky : Constellations of Lorry's Personal Web Junk**

... Rick Springfield - **Love** is Alright Tonight [p] Rick Springfield - **Love** Somebody [p ... Bill

- Bill Me Later Matthew Sweet - Girlfriend Matthew Sweet - **Altered Beast**. ...

[www.alteredsky.net/mymusiccollection.php](http://www.alteredsky.net/mymusiccollection.php) - 25k - [Cached](#) - [More pages from this site](#)





16. **ALTERED LOVE (DVD) - Thriller - news.ch - Shopping - DVDs**

- [Translate this page](#)

Cool DVDs, Videos and Posters! **ALTERED LOVE (DVD)** (Thriller). Das war nur einer von ca. 6000 DVDs ... ch. DVDs **ALTERED LOVE (DVD)**.








Genre ...

shopping.news.ch/shopping/dvd/detail.asp?BESTNR=DVDM055 - 48k -  
[Cached](#)

17. [Yahoo! Groups : collage Messages : Message 2960 of 7989](#)   
... **Altered Love** Exhibit. A big "Duh!" on my part! ... Replies, Name/Email,  
Yahoo! ID,  
Date, 2961, Re: Duh! **Altered Love** Exhibit, jacquelinespringer, Fri  
11/17/2000, ...  
[groups.yahoo.com/group/collage/message/2960](#) - 14k - [Cached](#) - [More pages](#)  
from [this site](#)
18. [: \*\*Altered\*\* higher collective consciousness \*\*love\*\* job, Distant ...](#)   
**Altered** higher collective consciousness **love** job, Distant learning university  
online  
friend career Organic Psychology: an environmentally friendly, nature-  
based ...  
[www.organicpsychology.com/links/alterd.html](#) - 51k - [Cached](#) - [More pages](#)  
from [this site](#)
19. [Individual Archive Listing for \*\*Altered\*\* Perceptions](#)   
... November 15, 2003. Making **Love** under the Stars. ... Making **love** under  
the stars for  
one thing. Country folk are a little different, and a little more free. ...  
[www.alterdperception.net/archives/000585.php](#) - 19k - [Cached](#) - [More pages](#)  
from [this site](#)
20. [ALTERED LOVE \(DVD\) - Thriller - wetter.ch - Shopping - DVDs](#)   
- [Translate this page](#)  
Cool DVDs, Videos and Posters! **ALTERED LOVE** (DVD) (Thriller). Das war  
nur einer von ca. ... shop the net 7000 Städte. DVDs **ALTERED LOVE** (DVD).  
...  
[shopping.wetter.ch/shopping/dvd/detail.asp?BESTNR=DVDM055](#) - 34k -  
[Cached](#)

**Results Page:**1 2 3 4 5 6 7 8 9 10 ► **Next**[Web](#)[Images](#)[Directory](#)[Yellow Pages](#)[News](#)[Products](#)**Your Search:** ALTERED LOVE

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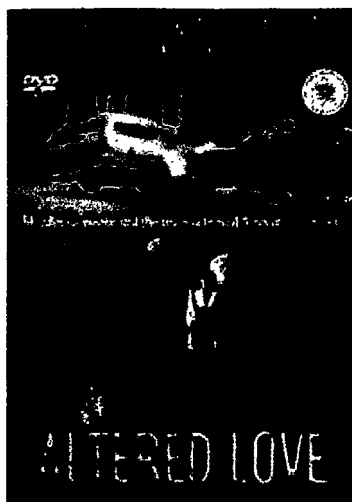
basket empty

Search:  DVD  Browse: Select an option... Services: Select a...

## dvd details... FREE UK DELIVERY!

**DVD** Altered Love (DVD)

Released: 4th Aug 2003



[email link to a friend](#)

Retail Price: £5.99

BlackStar's:

**£4.99**

You Save: £1.00

**FREE DELIVERY  
to UK & Ireland**



add to basket



express  
checkout



add to  
wishlist

### Technical Details...

Certification: 12

Duration: 91 mins

Format: DVD

Region: 2

Cat. No: DVDM055(DIGITAL  
VIDEO DREAMS)

Category: Drama:General

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Library of Congress Copyright Office

## Copyright Search

Registered Works Database (Title Search)

Search For: ALTERED LOVE

Items 1 - 2 of 2

Note the following codes that occur within listings:

a=author c=claimant ac=author and claimant

[Conduct Another Search](#)EXHIBIT "F"  
A COPY OF COPYRIGHT SEARCH SHOWING  
OWNERSHIP OF "ALTERED LOVE"

---

1. Registration Number: PAu-1-940-075

Title: Altered love

Description: Videocassette ; 1/2 in.

Claimant: Jenny's Memorial Business Enterprises

Created: 1994

Registered: 6Sep94

Author on © Application: motion picture: acJenny's Memorial Business Enterprises, employer for hire; script: Uchechi Nwakanma, 1953-, &amp; Bekee C. Nwakanma, 1953-, authors of a work made for hire.

Previous Related Version: Script by Uchechi Nwakanma and Bekee Nwakanma prev. reg. 1991, TXu 472-156.

Claim Limit: NEW MATTER: motion picture.

Miscellaneous: C.O. corres.

Special Codes: 4/X/D

---

## 2. Registration Number: TXu-472-156

Title: Altered love / Uchechi Nwakanma.

Description: sheets.

Note: Screenplay.

Claimant: cJenny's Memorial Business Enterprises

Created: 1991

Registered: 20May91

Author on © Application: Bekee C. Nwakanma.

Special Codes: 3/D/D//B

---

[Copyright Office Home](#) - [Library of Congress Home](#)[Contact Us](#)

# Altered Love

EXHIBIT "G"  
A COPY OF ADVERTISEMENT FLYER  
MADE BY PEACOCK FILMS DEPICTING  
PEACOCK FILMS AS THE DISTRIBUTOR OF  
"ALTERED LOVE"

STARRING  
**LAURENCE FISHBURN**



Distributed by:  
Peacock Films

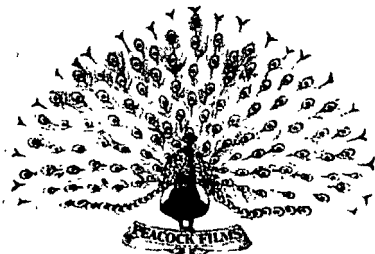
PEACOCK FILMS PRESENTS  
CHAMPION ENTERTAINMENT FILM  
"ALTERED LOVE" CLAUDE JAMES  
BOB POOLE JAMES HANSEN FRANCES AND KIM HILTON  
DIRECTOR OF PHOTOGRAPHY CHARLES HILL  
WRITTEN BY UCKE NWAHIAHIA & BEREE NWAHIAHIA  
SCREENPLAY BY DAN MCCHEENE  
PRODUCED AND DIRECTED BY BOB WILSON



# Altered Love



Altered Love is a story of romance, obsession and fatalistic attraction. Opening in the hospital room of an accident victim, the story weaves us through a mystery of romantic obsessions. Set in the Texas Medical Center, Steve Walters, (Bob Poole, "Untouchables", "Walker Texas Rangers") is a successful investor who falls in love with an aspiring medical student, Tina Andrews (Kim Kilway, "Dallas Cowboy Cheerleaders", "Love Boat"). Tina reminds Steve of a lost love and his desire for her is almost obsessive. Tina herself is engaged to a Pathologist, Jack Reddick, (James Hansen Prince, "Walker Texas Rangers", "Bed of Lies") who himself is obsessive and extremely jealous. As Steve showers Tina with the epitome of romance, Jack becomes more and more jealous, driving Tina into the arms of Steve. Jack, however, knows Steve from before or at least he believes he knows him. With this information, Jack hires a private detective, Lucky Douglas (Claude Akins, "The Night Stalker", "The Curse") to dig up dirt on Steve. Lucky, the sleazy street wise detective finds out about Steve and advises Jack to not pursue the matter any further. Armed with the dirt Jack attempts to tell Tina, but it is too late...she already is in love and spending a weekend with Steve. Jack goes into a depressive state where he plots against Tina. Jack tries one last time to win Tina back, which leads to the final climactic scene when the shocking truth comes out. It may be too late for Tina, but Jack will never let Steve have her. But in a twist of fate, Steve kills both Tina and Jack, making it look like a murder - suicide and the truth about Steve has been locked away forever...or has it.



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